

**Exhibit B**

**Redline**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

BIG LOTS, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

**Re: Docket No. 16**

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO ASSUME THE CONSULTING AGREEMENT, (II) AUTHORIZING STORE CLOSING SALES AND APPROVING RELATED PROCEDURES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of Big Lots, Inc. and certain of its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of interim and final orders pursuant to sections 105(a), 363(b), 363(f), and 554(a) of the Bankruptcy Code and Bankruptcy Rules 6003, 6004, 6006, and 6007, (a) authorizing BL Stores to assume the Services Agreement (a copy of which is attached hereto as **Schedule 1**), (b) authorizing and approving the continuation of the Store Closing Sales free and clear of all liens, claims, interests, and encumbrances, (c) approving the Store Closing Procedures (a copy of which is attached hereto as **Schedule 2**), and (d) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter an interim order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the Ramsden Declaration; and the Court having held a hearing to consider the relief requested in the Motion (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and the Ramsden Declaration and at the Hearing establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and all other parties in interest; and the Court having determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings

of fact constitute conclusions of law, and to the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Debtors have demonstrated compelling and sound business justifications for assuming the Services Agreement, conducting the Store Closing Sales and Store Closings, and adopting the Store Closing Procedures (on an interim basis, subject to entry of the Final Order); as such, assumption of the Services Agreement, conducting the Store Closing Sales and Store Closings, and adoption of the Store Closing Procedures constitutes an exercise of the Debtors' sound business judgement and is in the best interests of the Debtors and their estates and stakeholders.

C. The Consultant and BL Stores negotiated and entered into the Services Agreement in good faith, at arm's-length, and without collusion, and the terms therein are fair, reasonable, and appropriate.

D. The Store Closing Procedures are fair, reasonable, appropriate and designed to maximize the value of the Store Closing Assets, and conducting the Store Closing Sales and Store Closings in accordance with the Store Closing Procedures will provide an efficient means for the Debtors to dispose of the Store Closing Assets and are in the best interests of the Debtors and their estates and stakeholders.

E. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and the Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

F. The Dispute Resolution Procedures are fair and reasonable and comply with applicable law.

G. The Debtors have represented that they intend to neither sell, lease, nor abandon Personal Identifying Information pursuant to the relief requested in the Motion.

H. The Debtors have represented that they will utilize all commercially reasonable efforts to remove or cause to be removed any confidential or Personal Identifying Information from any Store Closing Asset prior to its Sale or abandonment. ~~As a result~~Subject to entry of a final order, the appointment of a consumer privacy ombudsman is unnecessary.

I. The Consultant is not an insider of the Debtors.

J. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this order (this "Interim Order") is in the best interests of the Debtors and their estates and stakeholders.

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted on an interim basis as set forth in this Interim Order.

2. A final hearing to consider the relief requested in the Motion shall be held on

~~October 9, 2024 at 11:00 a.m.~~ (prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served on the Notice Parties so as to be actually received on or prior to ~~October 2, 2024 at 4:00 p.m.~~ (prevailing Eastern Time).

~~3. The Debtors and the Consultant are authorized to take all actions that are necessary and appropriate to effectuate the relief granted in this Order.~~

3. ~~4.~~ To the extent of any conflict between the Store Closing Procedures and the Services Agreement, the Services Agreement shall control. To the extent of any conflict among this Interim Order, the Store Closing Procedures, and the Services Agreement, the terms of this Interim Order shall control.

4. ~~5.~~ 5. Services Agreement. BL Stores is authorized, on an interim basis, to assume the Services Agreement pursuant to sections 363 and 365 of the Bankruptcy Code.

5. ~~6.~~ 6. The Debtors are authorized to act and perform in accordance with the terms of the Services Agreement on an interim basis, including making payments to the Consultant required by the Services Agreement without a further order of the Court and without the need for the Consultant to apply for same. The Consultant's fees and expenses shall be paid from the gross proceeds of the Store Closing Sales, and shall be subject to any Approved DIP Budget agreed to by the Debtors and the terms of the Services Agreement, including as to the Expense Budget.

6. ~~7.~~ 7. Subject to the restrictions set forth in this Interim Order and the Store Closing Procedures, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Services Agreement, ~~and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Services Agreement are hereby approved and ratified from and after the Petition Date.~~

7. ~~8.~~ 8. The Services Agreement and related documents may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court so long as (i) any such modifications, amendment or supplements are not adverse to the Debtors or their estates, (ii) the interest of the landlords under the applicable Leases are not adversely affected, or as otherwise ordered by the Court.

8. ~~9.~~ Notwithstanding anything contrary in the Services Agreement, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of the Consultant's fraud, willful misconduct, or gross negligence.

9. 10. Store Closing Sales and Store Closings. The Debtors are authorized, pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to continue conducting or to commence the Store Closing Sales in accordance with this Interim Order, the Store Closing Procedures, and the Services Agreement.

10. 11. The Store Closing Procedures are approved in their entirety on an interim basis.

~~12. All entities that are presently in possession of some or all of the Store Closing Assets that are or may be subject to the Services Agreement or this Order are hereby directed to surrender possession of such Store Closing Assets to the Debtors or the Consultant.~~

11. 13. Neither the Debtors nor the Consultant nor any of their respective officers, employees, or agents shall be required to obtain the approval of any third party, including any Governmental Unit or landlord, to conduct the Store Closing Sales and Store Closings and to take the actions related to the Store Closing Sales and Store Closings, as authorized herein.

12. 14. The Debtors and/or the Consultant and the landlords of the Stores are authorized to enter into the Side Letters modifying the Store Closing Procedures without further order of the Court, and each such Side Letter shall be binding on the Debtors, the Consultant, and the applicable landlords, *provided, however,* that the Store Closing Procedures may not be materially modified without the consent of the Debtors and the DIP Agents (as defined in the DIP Orders), which shall not be unreasonably withheld, conditioned, or delayed. In the event of any conflict between the Store Closing Procedures and any Side Letter, the terms of such Side Letter shall control. To the extent there is a conflict between either the Store Closing Procedures, the Consultant Agreement or the Side Letter on the one hand, and this Interim Order on the other hand, this Interim Order shall control; provided, however, that the applicable Side Letter, if any,

shall control over this Interim Order solely as it relates to the conduct of the Store Closing Sales at the applicable Store.

13. ~~15.~~ Newspapers and other media in which the Store Closing Sales may be advertised and all applicable landlords are directed to accept this Interim Order as binding authority authorizing the Debtors and the Consultant to conduct the Store Closing Sales and Store Closings pursuant to the Services Agreement, including, conducting and advertising the sale of the Store Closing Assets in the manner contemplated by and in accordance with this Interim Order, the Store Closing Procedures, any applicable Side Letter, and the Services Agreement (as modified by any Side Letter).

14. ~~16.~~ The Debtors and the Consultant are authorized to take such actions as may be necessary and appropriate to implement the Services Agreement and conduct the Store Closing Sales and Store Closings without further order of the Court as provided in the Services Agreement and the Store Closing Procedures, including advertising the Store Closing Sales as a “going out of business,” “store closing sale”, “sale on everything”, “everything must go”, or similar-themed sales through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent that the applicable closing location entrance does not require entry into the enclosed mall common area), use of sign-walkers, A-frames, and other street signage, as contemplated in the Store Closing Procedures (subject to any Side Letter).

15. ~~17.~~ Except as expressly provided in the Services Agreement or the Store Closing Procedures, the Debtors and the Consultant may conduct the Store Closing Sales, Additional Consultant Goods Sales, and Store Closings notwithstanding any Lease Restriction affecting or purporting to restrict the conduct of the Store Closing Sales, Additional Consultant Goods Sales,

or Store Closings or the abandonment of any Store Closing Assets. Such Lease Restrictions shall not be enforceable with respect to the Store Closing Sales, Additional Consultant Goods Sales, Store Closings, or abandonment of Store Closing Assets, and the breach of any such Lease Restrictions in connection with the Store Closing Sales, Additional Consultant Goods Sales, Store Closings, or abandonment of Store Closing Assets shall not constitute a default under the applicable instrument, including a Lease, or provide a basis to terminate such instrument; *provided* that the Store Closing Sales, Additional Consultant Goods Sales, Store Closings, and abandonment of Store Closing Assets are conducted in accordance with the terms of this Interim Order or the Store Closing Procedures.

16. ~~18.~~ Except as expressly provided for herein or in the Store Closing Procedures, no person or entity, including any Governmental Unit, landlord, licensor, service provider, utility, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closing Sales, the Additional Consultant Goods Sales, the advertising and promotion (including the posting of signs and exterior banners or the use of sign-walkers) of such sales, or the Store Closings, and all such parties and persons of every nature and description, including any Governmental Unit, landlord, licensor, service provider, utility, or creditor, or anyone acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding the conduct of the Store Closing Sales, Additional Consultant Goods Sales, or Store Closings and (b) instituting any action or proceeding in any court (other than in the Court) or administrative body seeking an order or judgment against, among others, the Debtors, the Consultant, or the landlords at the Stores that might in any way directly or indirectly obstruct, interfere with, hinder, or adversely affect the conduct of the Store Closing Sales, Additional Consultant Goods Sales, or Store

Closings or seek to recover damages for breach(es) of covenants or provisions in any Lease, license, or contract based upon any relief authorized herein.

17. ~~19.~~ In accordance with and subject to the terms and conditions of the Services Agreement, the Consultant shall have the right to use the Stores, the Store Closing Assets, and other assets of the Debtors for the purpose of conducting Store Closing Sales free of any interference from any entity or person, subject to compliance with the Store Closing Procedures and this Interim Order.

18. ~~20.~~ The Consultant is authorized to supplement the Merchandise in the Stores with Additional Consultant Goods; *provided* that any such Additional Consultant Goods must be of like kind and no lesser quality than the Merchandise. Sales of Additional Consultant Goods shall be run through the Debtors' cash register systems; *provided, however*, that the Consultant shall mark the Additional Consultant Goods using either a "dummy" SKU or department number or in such other manner that shall distinguish the Additional Consultant Goods from the Merchandise. The Consultant and the Debtors shall cooperate to ensure that the Additional Consultant Goods are marked in such a way that a reasonable consumer could distinguish the Additional Consultant Goods from the Merchandise.

19. ~~21.~~ All transactions relating to the Additional Consultant Goods are, shall be construed as, and are acknowledged by the Debtors to be, a true consignment from the Consultant to the Debtors under Article 9 of the Uniform Commercial Code in effect in the State of Delaware (the "UCC") and not a consignment for security purposes. For the avoidance of doubt, any disbursements by the Debtors to the Consultant of proceeds of the Additional Consultant Goods shall not be considered disbursements for purposes of calculating quarterly fees payable by the Debtors pursuant to 28 U.S.C. § 1930(a)(6).

20. ~~22.~~ The Consultant shall pay to the Debtors an amount equal to five percent (5%) of the gross proceeds (excluding sales taxes) from the sale of Additional Consultant Goods in the Stores completed during the Sale Term. All remaining amounts from the sale of the Additional Consultant Goods shall be the exclusive property of the Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds. At the Consultant's sole cost and expense, the Debtors shall insure the Additional Consultant Goods at the Consultant's request and, if required, promptly file any proofs of loss with regard to the same with the Debtors' insurers. The Consultant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Consultant Goods.

21. ~~23.~~ The Consultant is hereby granted a first-priority security interest in and lien on (a) the Additional Consultant Goods and (b) the Additional Consultant Goods proceeds, which security interest shall be deemed perfected, on an interim basis, pursuant to this Interim Order without the requirement of filing UCC financing statements or providing notifications to any prior secured parties; *provided* that the Consultant is authorized to deliver any notices and file any financing statements under the applicable UCC and amendments thereof with respect to the Consultant's interest in the Additional Consultant Goods and any proceeds from the sale thereof.

22. ~~24.~~ All Store Closing Sales and Additional Consultant Goods Sales shall be "as is" and final. No returns related to the purchase of the Store Closing Assets or Additional Consultant Goods shall be accepted at any Stores or any stores that are not participating in the Store Closing Sales. Conspicuous signs stating that "all sales are final" and "as is" shall be posted at the point-of-sale areas at all Stores.

23. ~~25.~~ The Consultant shall not be liable for sales taxes except with respect to the Additional Consultant Goods or as expressly provided in the Services Agreement, and the

payment of all sales taxes (except with respect to the Additional Consultant Goods or as expressly provided in the Services Agreement) is the responsibility of the Debtors. The Debtors are directed to remit all taxes arising from the Store Closing Sales to the applicable Governmental Units as and when due; *provided* that, in the case of a bona fide dispute, the Debtors are only directed to pay such taxes upon the resolution of such dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. The Consultant shall collect, remit to the Debtors, and account for sales taxes as and to the extent provided in the Services Agreement. This Interim Order does not (a) enjoin, suspend, or restrain the assessment, levy, or collection of any tax under state or federal law or (b) constitute a declaratory judgment with respect to any party's liability for taxes under state or federal law.

24. ~~26.~~ Pursuant to section 363(f) of the Bankruptcy Code, all Store Closing Sales, whether by the Consultant or the Debtors, shall be free and clear of any and all liens, claims, interests, encumbrances, and defenses (including rights of setoff ~~and recoupment~~), including security interests of whatever kind or nature, mortgages conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, alter ego and other liabilities, causes of action,

contract rights, and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether prepetition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or noncontingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, “**Encumbrances**”), as provided for herein because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) has been satisfied; ~~provided, however, that, subject to the terms of the DIP Orders, any Encumbrance shall attach to the proceeds of the Store Closing Sales with the same validity, amount, force, and priority that, and to the same extent as, any such Encumbrance has with respect to the Store Closing Assets, subject to any claims and defenses that the Debtors may possess with respect thereto.~~ Unless a party asserting a prepetition Encumbrance on any of the Store Closing Assets timely and properly objects to this Motion, such party shall be deemed to have consented to the Store Closing Procedures and the Store Closing Sales.

25. ~~27.~~ The Debtors and the Consultant are authorized and empowered to transfer Store Closing Assets and Additional Consultant Goods among, and into, the Stores. ~~The Debtors and/or the Consultant are authorized to sell or abandon the Store Closing Assets and the Additional Consultant Goods, in each case as provided for and in accordance with the terms of the Services Agreement or the Store Closing Procedures. The landlord of each Store with any abandoned Store Closing Assets is (a) authorized to dispose of such property without liability to any third parties and (b) solely entitled to assert general unsecured claims against the Debtors' estates for any rejection damages associated with the disposition of abandoned property.~~

26. ~~28. Neither the Store Closing Procedures, Services Agreement, nor this Order authorize the Debtors to transfer or sell to the Consultant or any other party any Personal Identifying Information of any customers unless such sale or transfer is permitted by the Debtors' privacy policy and state or federal privacy and/or identity theft prevention laws and rules. The foregoing shall not limit the Consultant's~~ The Consultant may use ~~of~~ the Debtors' customer lists and mailing lists (if any) in accordance with the Services Agreement solely for purposes of advertising and promoting Store Closing Sales.

27. ~~29.~~ The Debtors shall utilize all commercially reasonable efforts to remove or cause to be removed any confidential or Personal Identifying Information from any Store Closing Asset prior to its Sale or abandonment. At the conclusion of the Store Closing Sales, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any Personal Identifying Information and that any records containing Personal Identifying Information were shredded, erased, or otherwise modified to render the Personal Identifying Information unreadable or undecipherable.

28. ~~30.~~ Nothing in this Interim Order shall (a) alter or affect the Debtors' obligations to comply with section 365(d)(3) of the Bankruptcy ~~code~~Code or (b) alter or modify the rights of any lessor or other counterparty to a Lease with the Debtors to file an appropriate motion or otherwise seek relief if the Debtors fail to comply with section 365(d)(3) of the Bankruptcy Code; *provided* that the conduct of the Stores Closings and Store Closing Sales in accordance with the Store Closing Procedures, as may have been modified by any Side Letter, shall not be in violation of section 365(d)(3) of the Bankruptcy Code. The Debtors are authorized to enter into short-term extension agreements with respect to any Lease that is set to expire during the Sale Term.

~~31. Provided that the Store Closing Sales are conducted in accordance with the terms of this Order, the Services Agreement, or the Store Closing Procedures (subject to any Side Letter), and in light of the provisions in the laws that exempt court ordered sales from their provisions, the Debtors and the Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Store Closing Sales in accordance with the terms of this Order and the Store Closing Procedures, without the necessity of further showing compliance with any such Liquidation Sale Laws.~~

29. ~~32. The Store Closing~~ Nothing in this Interim Order, the Services Agreement, or the Store Closing Procedures releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order, the Services Agreement, or the Store Closing Procedures shall in any way (a) diminish the obligation of any entity to comply with environmental laws or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Store Closings and the Sales shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, ~~(including the collection of sales taxes)~~, labor, employment (including applicable WARN Act obligations), environmental, antitrust, fair competition, traffic, and consumer protection laws ~~(including consumer laws regulating deceptive practices and false advertising, consumer protection, the sale of gift certificates, layaway programs, return of goods, express or implied warranties of goods, and “weights and measures” regulation and monitoring)~~ (collectively, “General Laws”). Nothing in

this Interim Order, the Services Agreement, or the Store Closing Procedures, shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Interim Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(47) of the Bankruptcy Code) from enforcing General Laws ~~in the applicable non-bankruptcy forum~~, subject to the Debtors' rights to assert in that forum or before ~~the~~this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Interim Order. Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

30. ~~33.~~ Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

31. With respect to any Additional Closing Stores, within five (5) business days after filing any Additional Closing Store List with the Court, the Debtors will serve by first-class mail, copies of the Interim Order or the Final Order, as applicable, the Services Agreement, and the Store Closing Procedures attached on the U.S. Trustee, the Additional Closing Store Landlords and counsel to any official committee appointed in the Chapter 11 Cases.

32. ~~34.~~ To the extent that the Store Closing Sales are subject to any Liquidation Sale Laws, including any federal, state or local statute, ordinance, rule, or licensing requirement

directed at regulating “going out of business,” “store closing,” or similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non-deceptive, customary advertising such as signs, banners, signage, and use of sign-walkers solely in connection with the Store Closing Sales, including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the Store Closing Sales, the following dispute resolution procedures in this section shall apply:

- a. Within three business days after entry of this Interim Order, the Debtors will serve, by first-class mail, copies of this Interim Order (with the Services Agreement and the Store Closing Procedures attached) on the following: (i) the office of the Attorney General for each state where the Store Closing Sales are being conducted; (ii) the county consumer protection agency or similar agency for each county where the Store Closing Sales are being conducted; (iii) the division of consumer protection for each state where the Store Closing Sales are being conducted; and (iv) the landlords of the Stores.
- b. To the extent that there is a dispute arising from or relating to the Store Closing Sales, the Store Closings, this Interim Order, the Services Agreement, or the Store Closing Procedures, which dispute relates to any Liquidation Sale Laws (a “**Reserved Dispute**”), the Court will retain exclusive jurisdiction to resolve the Reserved Dispute. A party wishing to submit a Reserved Dispute (a “**Disputing Party**”) must serve a notice of Reserved Dispute (a “**Dispute Notice**”) within ten days following entry of the this Interim Order (~~the “including an additional ten days after an Additional Closing Store List is filed”~~ (the “**Dispute Deadline**”) on the following: (i) proposed counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, NY 10017, Attn: Brian M. Resnick, Esq. (brian.resnick@davispolk.com), Adam L. Shpeen, Esq. (adam.shpeen@davispolk.com), Stephen D. Piraino, Esq. (stephen.piraino@davispolk.com), and Ethan Stern, Esq. (ethan.stern@davispolk.com), and (B) Morris, Nichols, Arsh & Tunnell LLP, 1201 N. Market Street, 16th Floor, Wilmington, DE 19801, Attn: Robert J. Dehney, Sr., Esq. (rdehney@morrisnichols.com), Andrew R. Remming, Esq. (aremming@morrisnichols.com), Daniel B. Butz, Esq. (dbutz@morrisnichols.com), Tamara K. Mann, Esq. (tmann@morrisnichols.com), and Casey B. Sawyer, Esq. (csawyer@morrisnichols.com); (ii) the Consultant, Gordon Brothers Retail Partners, LLC, 101 Huntington Avenue, Suite 1100, Boston, MA 02199, Attn: Andy Stone (astone@gordonbrothers.com) and David Braun (dbraun@gordonbrothers.com); (iii) counsel to the Consultant, Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, Suite 2506, New York, NY 10036 (Attn: Steven E. Fox) (sfox@riemerlaw.com); (iv) the United States Trustee for Region 3 (the “**U.S. Trustee**”), J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey; (v) counsel to the DIP ABL Agent (as

defined in the DIP Orders), (A) Choate Hall, & Stewart, LLP, 2 International Place, Boston, MA 02110, Attn: John Ventola (jventola@choate.com), Jonathan Marshall (jmarshall@choate.com) and Jacob Lang (jslang@choate.com), and (B) Blank Rome LLP, 1201 N. Market Street Suite 800, Wilmington, DE 19801, Attn: Regina Stango Kelbon (regina.kelbon@blankrome.com) and Stanley Tarr (stanley.starr@blankrome.com); (vi) counsel to the DIP Term Agent (as defined in the DIP Orders), (A) Otterbourg P.C., 230 Park Avenue, New York, NY 10169, Attn: Chad B. Simon (csimon@otterbourg.com), James V. Drew (jdrew@otterbourg.com), and Sarah L. Hautzinger (shautzinger@otterbourg.com), and (B) Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, DE 19801, Attn: John H. Knight, Esq. (knight@rlf.com); ~~and~~ (vii) counsel to any official committee appointed in the Chapter 11 Cases; and (viii) the affected landlord and their counsel of record (if known). If the Debtors, the Consultant, and the Disputing Party are unable to resolve the Reserved Dispute within 15 days after service of the Dispute Notice, the Disputing Party may file a motion with the Court requesting that the Court resolve the Reserved Dispute (a “**Dispute Resolution Motion**”).

- c. In the Dispute Resolution Motion, the Disputing Party shall be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of the applicable Liquidation Sale Laws or the lack of preemption of such Liquidation Sale Laws by the Bankruptcy Code.
- d. Nothing in this Interim Order precludes the Debtors, any landlord, or any other interested party from asserting that (i) any provision of any Liquidation Sale Laws is preempted by the Bankruptcy Code, or (ii) neither the terms of this Interim Order nor the conduct of the Consultant or the Debtors pursuant to this Interim Order violates any Liquidation Sale Laws. The filing of a Dispute Resolution Motion will not affect the finality of this Interim Order or limit or interfere with the Debtors’ or the Consultant’s ability to conduct the Store Closing Sales, absent further order of the Court. Nothing in this Interim Order constitutes a ruling with respect to any issues to be raised in any Dispute Resolution Motion.
- e. In a dispute relating to the Leases between the Consultant and/or the Debtors and a landlord, the Debtors, the Consultant, and the landlord may seek an emergency hearing before the Court on no less than three business days’ notice, unless the parties agree to a hearing on a shorter notice, in each respect subject to the Court’s availability.
- f. Notwithstanding anything to the contrary herein, in view of the importance of the use of sign-walkers, banners, and other advertising for the Store Closing Sales, to the extent that disputes arise during the course of the Store Closing Sales regarding laws regulating the use of sign-walkers, banners, or other advertising and the Debtors and the Consultant are unable to resolve the matter consensually, any party may request an immediate telephonic hearing with the Court. Such hearing will, to the extent practicable and subject to the Court’s availability, be scheduled initially no later than within three business days of such request. This scheduling procedure shall not be

deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

- g. If, at any time, a dispute arises between the Debtors and/or the Consultant and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in this Interim Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraph (d) above by serving a notice to the other party and proceeding thereunder in accordance with that paragraph. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made de novo.
- h. Provided that the Store Closing Sales are conducted in accordance with the terms of this Interim Order, the Services Agreement, or the Store Closing Procedures (subject to any Side Letter), and in light of the provisions in the laws that exempt court-ordered sales from their provisions, the Debtors and the Consultant shall be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Store Closing Sales in accordance with the terms of this Interim Order and the Store Closing Procedures, without the necessity of further showing compliance with any such Liquidation Sale Laws.

33. 35. Subject to paragraphs 30 and 32 above, each and every federal, state, and local agency, department, and Governmental Unit with regulatory authority over the Store Closing Sales shall consider this Interim Order as binding authority that no further approval, license, or permit of any federal, state, or local agency, department, or Governmental Unit shall be required, nor shall the Debtors or the Consultant be required to post any bond, to conduct Store Closing Sales. Nothing in this Interim Order is intended to affect any rights of any Applicable Government Unit to enforce any law affecting the Debtors' conduct of any store closing sale that occurred prior to the Petition Date.

34. 36. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against Consultant, in each case other than as expressly provided for in the Services Agreement.

35. 37. To the extent that the Debtors are subject to any state Fast Pay Laws in connection with the Store Closing Sales, the Debtors shall be presumed to be in compliance with

such laws to the extent, in applicable states, such payroll payments are made by the later of (a) the Debtors' next regularly scheduled payroll and (b) seven (7) calendar days following the termination date of the relevant employee, and, in all such cases, consistent with, and subject to, any previous orders of the Court regarding payment of same.

36. Prior to conducting Sales at any additional stores pursuant to the procedures set forth herein (the “Additional Closing Stores”), the Debtors shall file a list including such Additional Closing Store with this Court (each, an “Additional Closing Store List”), and serve a notice of their intent to conduct the Sales at the Additional Closing Store on the applicable landlords (collectively, the “Additional Closing Store Landlords”), the Additional Closing Store Landlord’s counsel of record (if known), and other interested parties by email (to the extent available to the Debtors) or overnight mail. With respect to Additional Closing Store Landlords, the Debtors will mail, if applicable, such notice to the notice address set forth in the lease for such Additional Closing Store (or, if none, at the last known address available to the Debtors).

37. The Additional Closing Store Landlords and any interested parties shall have five (5) days after service of the applicable Additional Closing Store List to object to the application of this Interim Order and the Store Closing Procedures, or otherwise enter into a Side Letter. If no timely objections are filed with respect to the application of this Interim Order to an Additional Closing Store, the Debtors are authorized, pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, to proceed with conducting the Sales at the Additional Closing Stores in accordance with this Interim Order, the Store Closing Procedures, and the Services Agreement. If any objections are filed with respect to the application of this Interim Order, to an Additional Closing Store, and such objections are not resolved, the objections and the application of this Interim Order to the Additional Closing Store will be considered by the Court

at the next regularly scheduled omnibus hearing, subject to the rights of any party to seek relief on an emergency basis on shortened notice, to the extent necessary. Any objections as to particular Additional Closing Stores will not affect the Debtors' and Consultant's right to begin Closing Sales at non-objected Additional Closing Stores.

38. Neither the Consultant nor any of its respective affiliates (whether individually, as part of a joint venture, or otherwise) shall be precluded from providing additional services to the Debtors including pursuant to the Services Agreement and/or bidding on the Debtors' assets not subject to the Services Agreement in connection with any other future process that may or may not be undertaken by the Debtors to close additional stores; *provided* that any such services and/or transactions is approved by separate order of the Court.

39. The Consultant shall act solely as an independent consultant to the Debtors and shall not be liable for any claims against the Debtors other than as expressly provided in the Services Agreement (including the Consultant's indemnity obligations thereunder) or the Store Closing Procedures, with the exception of acts of fraud, gross negligence, or willful misconduct and, for greater certainty, the Consultant shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor of any of the Debtors' employees within the meaning of any legislation governing employment or labor standards or pension benefits or health and safety or other statute, regulation, or rule of law or equity for any purpose whatsoever, and shall not incur any successor liability whatsoever.

40. The Debtors are authorized and permitted to transfer to the Consultant personal information in the Debtors' custody and control solely for the purposes of assisting with and conducting the Store Closing Sales and only to the extent necessary for such purposes; *provided*

that Consultant removes such personal information from the Store Closing Assets prior to the sale or abandonment of the same.

41. Notwithstanding anything to the contrary in this Interim Order or the Services Agreement, the Debtors shall not sell or abandon any property that the Debtors know is not owned by the Debtors; provided that the Debtors will either (a) provide for the return of such property to the Debtors' headquarters or (b) return such property to the applicable lessor, or other owner of the property; provided, however, that the Debtors may abandon property owned by the Landlord at the applicable Store.

42. No later than seven (7) days prior to objection deadline to entry of a final order on the Motion, the Consultant shall file a declaration disclosing any connections to the Debtors, their creditors, and other parties in interest in these Chapter 11 Cases, and the Debtors shall serve the same on the U.S. Trustee, any official committee of unsecured creditors appointed in these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by email, or if the email address is not available to the Debtors, then by first class mail. If the Consultant syndicates a portion of its services in connection with a Store Closing Sale to a comparable retail liquidation firm (a “**Syndicated Consultant**”), such Syndicated Consultant shall, within fifteen (15) business days of entering into an agreement to perform such services, shall file a declaration disclosing connections to the Debtors, their creditors, and other parties in interest in these Chapter 11 Cases, and the Debtors shall serve the same on the U.S. Trustee, any official committee of unsecured creditors appointed in these cases, and all parties who have filed requests for service under Bankruptcy Rule 2002, by email, or if the email address is not available to the Debtors, then by first class mail.

43. ~~41.~~ Within 30 days of the conclusion of the Store Closing Sales, the Debtors shall file with the Court a summary report of the Store Closing Sales that will include (a) a list of the Stores closed and (b) gross revenue from the Store Closing Sales.

~~42. Notwithstanding anything stated herein, the proceeds of the Store Closing Sales, with the exception of those proceeds from the sale of the Additional Consultant Goods that are due and payable to the Consultant, shall be payable in accordance with the DIP Orders and the Approved Budget (as defined in the DIP Orders).~~

44. On a confidential basis and for professionals' "eyes only" and upon the written (including email) request of the U.S. Trustee (which request has been made) or the official committee of unsecured creditors, if any, the Debtors shall provide such requesting party, if any, with copies of periodic reports and detailed information regarding the calculation of fees paid to the Consultant and expenses reimbursed to the Consultant concerning the Sales that are prepared by the Debtors, their professionals or the Consultant.

45. ~~43.~~ Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Interim Order or any payment made pursuant to this Interim Order shall constitute, nor it is intended to constitute, (a) an agreement or admission by the Debtors as to the amount, priority, character, or validity of any claim against the Debtors on any grounds, (b) a grant of third-party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtors' rights to dispute the amount, priority, character, or validity of any claim on any grounds, whether under bankruptcy or non-bankruptcy law, (d) a promise by the Debtors to pay any claim, or (e) an implication or admission by the Debtors that such claim is payable pursuant to this Interim Order.

46. ~~44.~~ Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Interim Order is hereby waived, and the terms and conditions of this Interim Order shall be effective and enforceable immediately upon its entry.

47. ~~45.~~ The Debtors and the Consultant are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Interim Order without seeking further order of the Court.

48. ~~46.~~ The Court shall retain jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

**Schedule 1**

**Services Agreement**

**Schedule 2<sup>1</sup>**

**Store Closing Procedures**

1. The Store Closing Sales shall be conducted during normal business hours or such hours as otherwise permitted by the respective Leases for the Stores.

2. The Store Closing Sales shall be conducted in accordance with applicable state and local “Blue Laws,” and, thus, where such a law is applicable, no Store Closing Sales shall be conducted on Sunday unless the Debtors have been operating such Stores on a Sunday prior to the commencement of the Store Closing Sales.

3. On “shopping center” property, neither the Debtors nor the Consultant shall distribute handbills, leaflets, or other written materials to customers outside of any Stores’ premises unless permitted by the applicable Lease or if distribution is customary in the “shopping center” in which such Store is located; *provided* that the Debtors and the Consultant may solicit customers in the Stores themselves. On “shopping center” property, neither the Debtors nor the Consultant shall use any flashing lights or amplified sound to advertise the Store Closing Sales or solicit customers, except as permitted under the applicable Lease or agreed by the landlord.

4. The Debtors and the Consultant shall have the right to use and sell the Store Closing Assets and the Additional Consultant Goods. The Debtors and the Consultant may advertise the Store Closing Sales and the Additional Consultant Goods Sales in a manner consistent with these Store Closing Procedures. The purchasers of any the Store Closing Assets or Additional Consultant Goods sold during the Store Closing Sales shall be permitted to remove

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<sup>1</sup> Capitalized terms used but not defined in these Store Closing Procedures shall have the meanings ascribed to them in the Motion.

the Store Closing Assets or the Additional Consultant Goods either through the back or alternative shipping areas at any time, or through other areas after Store business hours; *provided, however,* that the foregoing shall not apply to the sale of *de minimis* Store Closing Assets or Additional Consultant Goods, whereby the item(s) can be carried out of the Store in a shopping bag.

5. At the conclusion of the Store Closing Sales (such date, the “**Termination Date**”), the Consultant shall vacate the Stores; *provided* that the Consultant may abandon any Store Closing Assets (including machinery, rolling stock, office equipment and personal property, and conveyor systems and racking) not sold in the Store Closing Sales at the Termination Date, without cost or liability of any kind to the Consultant. The Consultant shall notify the Debtors and the DIP Agents (as defined in the DIP Orders) of its intention to abandon any Store Closing Assets at least three (3) days prior to the Termination Date. The Debtors will have the option to remove the Store Closing Assets, at its own cost prior to the Termination Date, or abandon the Store Closing Assets. For the avoidance of doubt, as of the Termination Date, the Consultant may leave in place, and without further responsibility, any of the Store Closing Assets.

6. The Consultant and the Debtors may advertise each Store Closing as a “going out of business,” “store closing,” “sale on everything,” “everything must go,” or similar themed sale. The Consultant and the Debtors may also have “countdown to closing” signs prominently displayed in a manner consistent with these Store Closing Procedures. All signs, banners, ads and other advertising collateral, promotions, and campaigns shall be approved by the Debtors in accordance with these Store Closing Procedures.

7. The Consultant and the Debtors shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Store Closing Sales; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Debtors and the Consultant shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners if prohibited by the applicable Lease or applicable law. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (a) non-enclosed mall Stores and (b) enclosed mall Stores to the extent that the entrance to the applicable Store does not require entry into the enclosed mall common area; *provided, however*, that such banners shall be located or hung so as to make clear that the Store Closing Sales are being conducted only at the affected Stores and shall not be wider than the storefront of the Stores. In addition, the Debtors and the Consultant shall be permitted to utilize sign walkers in a safe and professional manner, and in accordance with the terms of the Agreed Orders. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable Lease. No property of the landlord of a Store shall be removed or sold during the Store Closing Sales. The hanging of exterior banners or in-Store signage and banners shall not constitute an alteration to a Store.

8. Except with respect to the hanging of exterior banners, neither the Debtors nor the Consultant shall make any alterations to the storefront, roof, or exterior walls of any Stores or shopping centers, or to interior or exterior store lighting, except as authorized by the applicable Lease.

9. Affected landlords will have the ability to negotiate with the Debtors or, at the Debtors' direction, the Consultant any particular modifications to the Store Closing Procedures.

10. The Debtors and/or the Consultant and the landlord of any Store are authorized to enter into the Side Letters without further order of the Court; *provided* that such agreements do not have a material adverse effect on the Debtors or their estates.

11. At the conclusion of each Store Closing Sale, pending assumption or rejection of applicable leases, the landlords of the Stores shall have reasonable access to the Stores' premises as set forth in the applicable leases. The Debtors and their agents and representatives shall continue to have access to the Stores pending assumption or rejection of applicable leases.

12. Conspicuous signs shall be posted in each of the affected Stores to the effect that all sales are "as is" and "final."

13. The Consultant and the Debtors will keep Store premises and surrounding areas clear and orderly, consistent with past practices.

14. An unexpired nonresidential real property lease shall not be deemed rejected by reason of a Store Closing or the adoption of these Store Closing Procedures.

15. The rights of landlords against the Debtors for any damages to a Store shall be reserved in accordance with the provisions of the applicable Lease; *provided* that, to the extent certain Leases of Stores require written confirmation of receipt of a key to effectuate surrender, this requirement is waived.

16. If and to the extent that a landlord of any Store contends that the Debtors or the Consultant is in breach of or default under these Store Closing Procedures, such landlord shall provide at least three business days' written notice, served by email or overnight delivery, on:

If to the Debtors:  
Big Lots, Inc.

4900 E. Dublin-Granville Road  
Columbus, Ohio 43081  
Ronald A. Robins  
[rrobins@biglots.com](mailto:rrobins@biglots.com)

With copies to:

DAVIS POLK & WARDWELL LLP  
450 Lexington Ave  
New York, NY 10017  
Attn: Brian M. Resnick, Adam L. Shpeen,  
Stephen D. Piraino, and Ethan Stern  
Tel: 212-450-4000  
Email: [brian.resnick@davispolk.com](mailto:brian.resnick@davispolk.com), [adam.shpeen@davispolk.com](mailto:adam.shpeen@davispolk.com),  
[stephen.piraino@davispolk.com](mailto:stephen.piraino@davispolk.com), and [ethan.stern@davispolk.com](mailto:ethan.stern@davispolk.com)

-and-

MORRIS, NICHOLS, ARSHT & TUNNELL LLP  
1201 N. Market Street, 16th Floor  
Wilmington, DE 19801  
Attn: Robert J. Dehney, Sr., Andrew R. Remming, Daniel B. Butz,  
Tamara K. Mann, and Casey B. Sawyer  
Tel: (302) 658-9200  
Email: [rdehney@morrisnichols.com](mailto:rdehney@morrisnichols.com), [aremming@morrisnichols.com](mailto:aremming@morrisnichols.com),  
[dbutz@morrisnichols.com](mailto:dbutz@morrisnichols.com), [tmann@morrisnichols.com](mailto:tmann@morrisnichols.com), and  
[csawyer@morrisnichols.com](mailto:csawyer@morrisnichols.com)

If to the Consultant:

GORDON BROTHERS RETAIL PARTNERS, LLC  
101 Huntington Avenue, Suite 1100  
Boston, MA 02199  
Attn: Andy Stone and David Braun  
Tel: (516) 375-7739  
Email: [astone@gordonbrothers.com](mailto:astone@gordonbrothers.com) and [dbraun@gordonbrothers.com](mailto:dbraun@gordonbrothers.com)

With copies to (which shall not constitute notice):

RIEMER & BRAUNSTEIN LLP  
Times Square Tower  
Seven Times Square, Suite 2506  
New York, NY 10036  
Attn: Steven E. Fox  
Tel: (212) 789-3150  
Email: [sfox@riemerlaw.com](mailto:sfox@riemerlaw.com)

17. Notwithstanding anything stated herein, the proceeds of the Store Closing Sales, with the exception of those proceeds from the sale of the Additional Consultant Goods that are due and payable to the Consultant, shall be payable in accordance with the DIP Orders and the Approved Budget (as defined in the DIP Orders).

18. If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than three business days' written notice to the other party, served by email or overnight delivery, subject to the Court's availability.

Schedule 3

Initial Store Closings

## Store List

#	Store #	Name	Address	City	State	Zip	Gross Sq. Feet	Selling Sq. Feet
1	190	HENDERSON	1321 2ND ST	HENDERSON	KY	42420	27,157	20,301
2	293	SANDUSKY	410 E PERKINS AVE	SANDUSKY	OH	44870	46,304	28,699
3	320	WEST CHESTER	7779 TYLERSVILLE RD	WEST CHESTER	OH	45069	40,081	28,865
4	418	EVANSVILLE	410 E DIAMOND AVE	EVANSVILLE	IN	47711	30,621	21,448
5	428	CINCINNATI	8576 BEECHMONT AVE	CINCINNATI	OH	45255	25,078	18,025
6	438	CHAMPAIGN	2004 W SPRINGFIELD AVE	CHAMPAIGN	IL	61821	30,565	18,961
7	474	CRAWFORDSVILLE	1424 DARLINGTON AVE	CRAWFORDSVILLE	IN	47933	27,377	18,803
8	513	PORT RICHEY	11854 US HIGHWAY 19	PORT RICHEY	FL	34668	35,246	24,442
9	536	ORLANDO	11672 E COLONIAL DR	ORLANDO	FL	32817	24,987	18,428
10	555	STUART	2236 SE FEDERAL HWY	STUART	FL	34994	26,008	18,266
11	562	COCONUT CREEK	4847 COCONUT CREEK PKWY	COCONUT CREEK	FL	33063	25,000	18,624
12	564	TARPON SPRINGS	41306 US HWY 19 N	TARPON SPRINGS	FL	34689	25,536	17,891
13	819	CANANDAIGUA	4406 STATE ROUTE 5 & 20 STE 129	CANANDAIGUA	NY	14424	27,327	20,666
14	830	ITHACA	2309 N TRIPHAMMER RD	ITHACA	NY	14850	48,179	25,695
15	1007	OLATHE	140 S CLAIRBORNE RD	OLATHE	KS	66062	22,355	17,477
16	1019	KANSAS CITY	7533 STATE AVE	KANSAS CITY	KS	66112	33,004	23,070
17	1051	HAMMOND	1709 W THOMAS ST	HAMMOND	LA	70401	28,700	20,040
18	1066	SAINT JOSEPH	1417 N BELT HWY	SAINT JOSEPH	MO	64506	25,365	17,554
19	1077	GROVES	5000 TWIN CITY HWY	GROVES	TX	77619	29,858	19,318
20	1091	TULSA	5644 W SKELLY DR	TULSA	OK	74107	35,886	23,194
21	1102	LAFAYETTE	3557 AMBASSADOR CAFFERY PKWY	LAFAYETTE	LA	70503	32,929	25,232
22	1169	NORTH CHESTERFIELD	8533 MIDLOTHIAN TPKE	NORTH CHESTERFIELD	VA	23235	45,359	30,886
23	1171	STOCKBRIDGE	31 HWY 138 W STE 150	STOCKBRIDGE	GA	30281	51,548	27,662
24	1196	PLATTSBURGH	316 CORNELIA ST	PLATTSBURGH	NY	12901	20,264	14,692
25	1198	SYLACAUGA	1391 W FORT WILLIAMS ST	SYLACAUGA	AL	35150	24,470	18,206
26	1250	CREST HILL	1608 N LARKIN AVE	CREST HILL	IL	60403	26,500	17,096
27	1251	CLAREMONT	216 WASHINGTON ST	CLAREMONT	NH	03743	31,587	22,894
28	1255	TERRELL	1418 W MOORE AVE	TERRELL	TX	75160	24,393	16,584
29	1267	TORRINGTON	1931 E MAIN ST	TORRINGTON	CT	06790	30,482	23,664
30	1274	UNION CITY	1410 S 1ST ST	UNION CITY	TN	38261	34,360	20,130
31	1280	DURHAM	2000 AVONDALE DR STE E	DURHAM	NC	27704	27,982	20,817
32	1314	SAINT LOUIS	4433 LEMAY FERRY RD	SAINT LOUIS	MO	63129	18,002	14,587
33	1364	FOLSOM	9500 GREENBACK LN STE 22	FOLSOM	CA	95630	41,961	27,736
34	1373	ORANGE PARK	700 BLANDING BLVD STE 1	ORANGE PARK	FL	32065	32,600	23,063
35	1394	BOYNTON BEACH	901 N CONGRESS AVE	BOYNTON BEACH	FL	33426	26,356	18,833
36	1408	ELKHART	138 W HIVEY AVE	ELKHART	IN	46517	20,377	15,702
37	1449	NEWARK	311 DEO DR	NEWARK	OH	43055	33,577	24,833
38	1493	NORTHAMPTON	178 N KING ST	NORTHAMPTON	MA	01060	28,670	20,430
39	1519	HALLANDALE	1761 E HALLANDALE BEACH BLVD	HALLANDALE	FL	33009	31,665	23,352
40	1531	MADISONVILLE	180 MADISON SQUARE DR.	MADISONVILLE	KY	42431	30,000	22,119
41	1532	TOLEDO	4925 JACKMAN RD STE 15	TOLEDO	OH	43613	39,851	26,484
42	1585	LEXINGTON PARK	21800 N SHANGRI LA DR UNIT 20	LEXINGTON PARK	MD	20653	25,448	18,949
43	1590	SAVANNAH	13051 ABERCORN ST	SAVANNAH	GA	31419	32,204	22,154
44	1597	BUFFALO	2276 DELAWARE AVE	BUFFALO	NY	14216	27,947	20,128
45	1607	POUGHKEEPSIE	43 BURNETT BLVD	POUGHKEEPSIE	NY	12603	33,855	21,674
46	1612	MIAMI LAKES	5580 NW 167TH ST	MIAMI LAKES	FL	33014	26,656	22,240
47	1625	GALVESTON	5910 BROADWAY ST	GALVESTON	TX	77551	26,205	19,236
48	1628	PLANTATION	7067 W BROWARD BLVD STE B	PLANTATION	FL	33317	26,333	18,838
49	1638	KENNEDT SQUARE	345 SCARLET RD STE 22	KENNEDT SQUARE	PA	19348	43,004	30,511
50	1659	SHEBOYGAN	3426 KOHLER MEMORIAL DR	SHEBOYGAN	WI	53081	37,572	24,470
51	1660	NEWINGTON	3105 BERLIN TPKE	NEWINGTON	CT	06111	27,523	20,348
52	1671	DAYTON	359 MIAMISBURG CENTERVILLE RD	DAYTON	OH	45459	31,673	22,643
53	1678	ORLANDO	11230 S ORANGE BLOSSOM TRL	ORLANDO	FL	32837	42,663	28,239
54	1691	COLDWATER	373 N WILLOWBROOK RD	COLDWATER	MI	49036	34,540	25,347
55	1719	BIG RAPIDS	750 PERRY AVE	BIG RAPIDS	MI	49307	32,541	25,083
56	1728	FORT WAYNE	3958 ILLINOIS RD	FORT WAYNE	IN	46804	32,622	23,676
57	1755	CENTEREACH	231 CENTEREACH MALL	CENTEREACH	NY	11720	32,570	23,843
58	1762	BUFFALO	698 S OGDEN ST	BUFFALO	NY	14206	31,055	21,288
59	1789	CARLE PLACE	260 VOICE RD	CARLE PLACE	NY	11514	31,909	22,670
60	1793	RUTLAND	303 US ROUTE 4 E	RUTLAND	VT	05701	25,837	18,174
61	1796	SARASOTA	3750 BEE RIDGE RD	SARASOTA	FL	34233	28,108	17,596
62	1801	NAPLES	2882 TAMMIAMI TRL E	NAPLES	FL	34112	35,707	24,532
63	1810	CALUMET CITY	1699 RIVER OAKS DR	CALUMET CITY	IL	60409	28,048	19,908
64	1817	CINCINNATI	11372 PRINCETON PIKE	CINCINNATI	OH	45246	32,424	22,785
65	1835	AUSTIN	2506 W PARMER LN STE A	AUSTIN	TX	78727	33,570	24,431
66	1863	WEST SPRINGFIELD	1150A UNION STREET EXT	WEST SPRINGFIELD	MA	01089	30,100	21,840
67	1866	INDIANAPOLIS	8401 MICHIGAN RD	INDIANAPOLIS	IN	46268	34,723	25,213
68	1869	LANSING	5625 W SAGINAW HWY UNIT 1	LANSING	MI	48917	35,036	24,784
69	1881	SAINT LOUIS	4930 CHRISTY BLVD STE 2	SAINT LOUIS	MO	63116	35,040	24,192
70	1896	ELK GROVE	8539 ELK GROVE BLVD	ELK GROVE	CA	95624	39,763	25,480
71	1916	STOCKTON	2720 COUNTRY CLUB BLVD	STOCKTON	CA	95204	27,513	19,935
72	1917	CANYON COUNTRY	19331 SOLEDAD CANYON RD	CANYON COUNTRY	CA	91351	42,095	29,287
73	1918	SACRAMENTO	8700 LA RIVIERA DR	SACRAMENTO	CA	95826	34,910	25,008
74	1919	APACHE JUNCTION	10603 E APACHE TRAIL	APACHE JUNCTION	AZ	85120	33,299	24,701
75	1925	PORTLAND	16074 SE MCLOUGHLIN BLVD STE 8	PORTLAND	OR	97267	23,832	17,836
76	1934	WOODLAND	52 W COURT ST	WOODLAND	CA	95695	30,000	21,219
77	1938	TEMECULA	27411 YNEZ RD	TEMECULA	CA	92591	28,332	20,090
78	1947	RALEIGH	6540 GLENWOOD AVE	RALEIGH	NC	27612	33,199	23,895
79	1948	SAN ANTONIO	16648 SAN PEDRO AVE	SAN ANTONIO	TX	78232	34,436	23,496

## Store List

#	Store #	Name	Address	City	State	Zip	Gross Sq. Feet	Selling Sq. Feet
80	1957	HERCULES	1551 SYCAMORE AVE	HERCULES	CA	94547	31,669	20,948
81	1962	ANAHEIM	6336 E SANTA ANA CANYON RD	ANAHEIM	CA	92807	29,956	21,589
82	1966	DALLAS	3610 FOREST LN	DALLAS	TX	75234	33,920	24,674
83	1984	PHILADELPHIA	199 FRANKLIN MILLS BLVD	PHILADELPHIA	PA	19154	30,149	22,042
84	1987	PLACERVILLE	47 FAIR LN	PLACERVILLE	CA	95667	30,963	19,677
85	4012	EL CAJON	1085 E MAIN ST	EL CAJON	CA	92021	25,670	19,651
86	4014	FONTANA	17575 FOOTHILL BLVD	FONTANA	CA	92335	35,864	22,696
87	4031	GARDENA	2900 W ROSECRANS AVE	GARDENA	CA	90249	23,726	19,159
88	4045	VICTORVILLE	14790 LA PAZ DR	VICTORVILLE	CA	92395	25,875	21,195
89	4047	LA MESA	6145 LAKE MURRAY BLVD	LA MESA	CA	91942	21,370	17,443
90	4051	CORONA	740 N MAIN ST	CORONA	CA	92880	20,087	15,720
91	4054	SANTA MARIA	1417 S BROADWAY	SANTA MARIA	CA	93454	25,342	19,457
92	4087	YUCCA VALLEY	56865 29 PALMS HWY	YUCCA VALLEY	CA	92284	25,573	17,632
93	4091	KEARNS	4041W 5415 S	KEARNS	UT	84118	24,278	18,857
94	4098	CHINO	12550 CENTRAL AVE	CHINO	CA	91710	24,171	17,776
95	4104	COLORADO SPRINGS	1990 S ACADEMY BLVD	COLORADO SPRINGS	CO	80916	26,160	20,659
96	4106	LODI	380 S CHEROKEE LN	LODI	CA	95240	25,936	20,490
97	4115	SACRAMENTO	6630 VALLEY HI DR	SACRAMENTO	CA	95823	23,746	16,988
98	4119	BOISE	7001 W STATE ST	BOISE	ID	83714	30,399	20,415
99	4122	VISALIA	2525 S MOONEY BLVD	VISALIA	CA	93277	28,380	21,122
100	4123	COLORADO SPRINGS	5085 N ACADEMY BLVD	COLORADO SPRINGS	CO	80918	29,795	22,045
101	4140	GARLAND	825 W CENTERVILLE RD	GARLAND	TX	75041	34,087	23,584
102	4143	RICHARDSON	1322 S PLANO RD STE 200	RICHARDSON	TX	75081	25,279	18,757
103	4146	HOUSTON	10951 FM 1960 RD W	HOUSTON	TX	77070	32,334	22,053
104	4154	SANTA ROSA	2055 MENDOCINO AVE	SANTA ROSA	CA	95401	22,538	18,125
105	4157	CAMARILLO	353 CARMEN DR	CAMARILLO	CA	93010	24,850	19,469
106	4162	BOSSIER CITY	3161 E TEXAS ST	BOSSIER CITY	LA	71111	22,050	17,272
107	4164	FRESNO	4895 E KINGS CANYON RD	FRESNO	CA	93727	26,880	19,882
108	4166	CULVER CITY	5587 SEPULVEDA BLVD	CULVER CITY	CA	90230	30,206	20,047
109	4192	DECATUR	2738 CANDLER RD	DECATUR	GA	30034	32,440	21,468
110	4193	MESA	6839 E MAIN ST	MESA	AZ	85207	29,589	20,272
111	4195	HOUSTON	8210 KIRBY DR	HOUSTON	TX	77054	22,050	17,404
112	4224	MIAMI	18325 S DIXIE HWY	MIAMI	FL	33157	39,439	26,702
113	4228	MIAMI	8265 W FLAGLER ST	MIAMI	FL	33144	23,157	17,982
114	4238	SAN BERNARDINO	499 W ORANGE SHOW RD	SAN BERNARDINO	CA	92408	37,447	27,645
115	4244	BAKERSFIELD	2621 FASHION PL	BAKERSFIELD	CA	93306	18,660	15,336
116	4246	WHITTIER	13241 WHITTIER BLVD	WHITTIER	CA	90602	35,936	23,880
117	4252	ANAHEIM	1670 W KATELLA AVE	ANAHEIM	CA	92802	28,656	22,426
118	4261	SAN JOSE	1832 HILLSDALE AVE	SAN JOSE	CA	95124	19,701	16,691
119	4266	CHICO	1927 E 20TH ST	CHICO	CA	95928	24,392	18,352
120	4276	HOLLYWOOD	3921 OAKWOOD BLVD	HOLLYWOOD	FL	33020	20,000	17,112
121	4283	MERCED	665 FAIRFIELD DR	MERCED	CA	95348	25,382	17,274
122	4289	RENO	5017 S MCCARRAN BLVD	RENO	NV	89502	33,022	24,454
123	4295	SPRING VALLEY	633 SWEETWATER RD	SPRING VALLEY	CA	91977	25,013	18,270
124	4301	FREEDOM	1986 FREEDOM BLVD	FREEDOM	CA	95019	34,323	23,021
125	4311	CONCORD	2060 MONUMENT BLVD	CONCORD	CA	94520	18,705	15,253
126	4316	REDLANDS	810 TRI CITY CTR	REDLANDS	CA	92374	35,340	19,600
127	4328	TORRANCE	955 SEPULVEDA BLVD	TORRANCE	CA	90502	26,865	18,783
128	4357	GRAND JUNCTION	2401 N AVE STE 19B	GRAND JUNCTION	CO	81501	28,751	21,863
129	4386	LONG BEACH	2238 N BELLFLOWER BLVD	LONG BEACH	CA	90815	18,606	15,136
130	4393	SANTA CLARA	3735 EL CAMINO REAL	SANTA CLARA	CA	95051	23,200	17,918
131	4400	TUCSON	7025 E TANQUE VERDE RD	TUCSON	AZ	85715	29,900	20,340
132	4426	VACAVILLE	818 ALAMO DR	VACAVILLE	CA	95688	23,200	17,734
133	4432	SANTA PAULA	568 W MAIN ST STE B	SANTA PAULA	CA	93060	24,837	17,449
134	4446	UKIAH	225 ORCHARD PLZ	UKIAH	CA	95482	21,032	16,360
135	4449	GRESHAM	2083 NE BURNSIDE RD	GRESHAM	OR	97030	26,249	20,615
136	4457	TRACY	2681 N TRACY BLVD	TRACY	CA	95376	34,118	22,700
137	4473	BAKERSFIELD	1211 OLIVE DR	BAKERSFIELD	CA	93308	31,944	24,363
138	4475	BEAVERTON	18565 SW TUALATIN VALLEY HWY	BEAVERTON	OR	97003	28,594	19,154
139	4478	TUCSON	2520 S HARRISON RD	TUCSON	AZ	85748	27,191	18,582
140	4481	RICHLAND	1743 GEORGE WASHINGTON WAY	RICHLAND	WA	99354	22,943	17,561
141	4482	GRANTS PASS	304 NE AGNESS AVE	GRANTS PASS	OR	97526	32,090	22,932
142	4483	MISSION VIEJO	27142 LA PAZ RD	MISSION VIEJO	CA	92692	25,724	17,778
143	4484	LACEY	1515 MARVIN RD NE	LACEY	WA	98516	31,533	22,854
144	4486	WESTMINSTER	4830 W 120TH AVE	WESTMINSTER	CO	80020	36,354	24,875
145	4489	AMERICAN FORK	702 E STATE RD	AMERICAN FORK	UT	84003	27,965	20,044
146	4490	GREELEY	2628 11TH AVE	GREELEY	CO	80631	33,801	23,550
147	4499	EUGENE	1960 ECHO HOLLOW RD	EUGENE	OR	97402	37,706	25,489
148	4500	LAS VEGAS	8140 S EASTERN AVE	LAS VEGAS	NV	89123	36,759	25,914
149	4501	LAS VEGAS	8570 W LAKE MEAD BLVD	LAS VEGAS	NV	89128	35,574	24,501
150	4507	PHOENIX	2330 W BETHANY HOME RD	PHOENIX	AZ	85015	31,494	20,857
151	4508	SCOTTSDALE	10220 N 90TH ST	SCOTTSDALE	AZ	85258	36,877	28,283
152	4510	FAIRVIEW HEIGHTS	10850 LINCOLN TRL	FAIRVIEW HEIGHTS	IL	62208	36,146	24,009
153	4513	LITTLETON	8100 W CRESTLINE AVE UNIT B5	LITTLETON	CO	80123	33,102	23,767
154	4515	VANCOUVER	2100B SE 164TH AVE STE E	VANCOUVER	WA	98683	25,492	17,817
155	4520	BERLIN	1400 US ROUTE 302	BERLIN	VT	05641	53,680	31,897
156	4521	KENT	1301 W MEEKER ST	KENT	WA	98032	30,000	22,630
157	4522	LYNNWOOD	5710 196TH ST SW	LYNNWOOD	WA	98036	24,007	18,275

## Exhibit

## Store List

#	Store #	Name	Address	City	State	Zip	Gross Sq. Feet	Selling Sq. Feet
158	4523	PREScott	1260 GAIL GARDNER WAY	PREScott	AZ	86305	34,383	23,995
159	4534	PORTLAND	1100 BRIGHTON AVE	PORTLAND	ME	04102	25,153	18,049
160	4537	OROVILLE	1875 ORO DAM BLVD E	OROVILLE	CA	95966	30,998	22,879
161	4539	ATASCADERO	2240 EL CAMINO REAL	ATASCADERO	CA	93422	25,272	18,737
162	4541	PUYALLUP	120 31ST AVE SE	PUYALLUP	WA	98374	28,376	21,216
163	4553	OAKBROOK TERRACE	17W714 W 22ND ST	OAKBROOK TERRACE	IL	60181	30,839	23,019
164	4554	INDIO	42225 JACKSON ST STE B	INDIO	CA	92203	27,024	20,790
165	4555	NORTH HIGHLANDS	3615 ELKHORN BLVD	NORTH HIGHLANDS	CA	95660	37,522	24,258
166	4560	LAS VEGAS	3940 BLUE DIAMOND RD	LAS VEGAS	NV	89139	28,453	20,943
				RANCHO SANTA				
167	4564	RANCHO SANTA MARGARITA	30501 AVENIDA DE LAS FLORES	MARGARITA	CA	92688	28,216	21,101
168	4566	FRISCO	3333 PRESTON ROAD STE 700	FRISCO	TX	75034	37,622	28,807
169	4568	GREEN VALLEY	18705 S I-19 FRONTAGE RD	GREEN VALLEY	AZ	85614	29,062	21,003
170	4573	SPOKANE	9612 N NEWPORT HIGHWAY	SPOKANE	WA	99218	30,877	23,250
171	4578	GILBERT	2817 S. MARKET ST.	GILBERT	AZ	85295	33,862	22,592
172	4580	COVINGTON	17307 SE 272ND ST.	COVINGTON	WA	98042	28,935	21,403
173	4581	MODESTO	3900 SISK ROAD	MODESTO	CA	95356	32,810	23,909
174	4582	PHOENIX	2020 N 75th AVE STE 40	PHOENIX	AZ	85035	35,182	24,179
175	4586	AURORA	6626 SOUTH PARKER ROAD	AURORA	CO	80016	30,075	21,189
176	4588	ROHNERT PARK	565 ROHNERT PARK EXPRESSWAY	ROHNERT PARK	CA	94928	39,718	22,081
177	4590	PHOENIX	230 E. BELL RD.	PHOENIX	AZ	85022	29,918	21,274
178	4591	STEPHENVILLE	2133 W. WASHINGTON STREET	STEPHENVILLE	TX	76401	24,560	17,582
179	4592	GREAT FALLS	1200 10TH AVENUE SOUTH	GREAT FALLS	MT	59405	32,275	22,646
180	4594	LIVERMORE	4484 LAS POSITAS ROAD	LIVERMORE	CA	94551	26,488	19,303
181	4595	SALEM	2025 LANCASTER DR. NE	SALEM	OR	97305	48,319	31,222
182	4596	YUBA CITY	1320 FRANKLIN ROAD	YUBA CITY	CA	95993	27,083	19,731
183	4599	SALINA	2450 SOUTH 9TH ST.	SALINA	KS	67401	28,557	21,242
184	4604	TEMPE	940 EAST BASELINE RD.	TEMPE	AZ	85283	29,954	22,368
185	4605	LAYTON	1030 NORTH MAIN STREET	LAYTON	UT	84041	29,834	21,198
186	4612	WENATCHEE	151 EASY WAY	WENATCHEE	WA	98801	40,463	26,789
187	4614	PAYSON	400 E STATE HWY 260 STE A	PAYSON	AZ	85541	29,964	21,791
188	4615	ELGIN	204 S. RANDALL RD.	ELGIN	IL	60123	28,491	21,718
189	4617	MANTECA	1321 WEST YOSEMITE AVE.	MANTECA	CA	95337	30,953	23,470
190	4618	NORTH BEND	2121 NEWMARK ST.	NORTH BEND	OR	97459	37,741	27,978
191	4621	PORT ORCHARD	3399 BETHEL RD. SE	PORT ORCHARD	WA	98366	31,481	22,217
192	4625	PHOENIX	4727 EAST BELL RD.	PHOENIX	AZ	85032	30,451	21,006
193	4627	COLORADO SPRINGS	2975 NEW CENTER POINT	COLORADO SPRINGS	CO	80922	30,102	21,302
194	4631	HENDERSON	390 W LAKE MEAD PKWY	HENDERSON	NV	89015	30,002	21,028
195	4634	GLENDALE	17510 N 75TH AVE	GLENDALE	AZ	85308	34,361	24,247
196	4635	LOCKPORT	340 SUMMIT DRIVE	LOCKPORT	IL	60441	29,947	21,976
197	4640	CENTRALIA	1139 W BROADWAY	CENTRALIA	IL	62801	34,296	24,449
198	4642	RENO	200 LEMMON DR.	RENO	NV	89506	28,010	20,075
199	4644	PORT ANGELES	1940 E. 1ST ST	PORT ANGELES	WA	98362	27,976	20,348
200	4645	LA HABRA	1020 W IMPERIAL HWY	LA HABRA	CA	90631	36,443	26,146
201	4648	LAVEEN	3630 W. BASELINE RD.	LAVEEN	AZ	85339	30,561	21,895
202	4649	LOGAN	1617 NORTH MAIN STREET	LOGAN	UT	84341	27,757	20,397
203	4650	OLYMPIA	2815 CAPITAL MALL DRIVE SW	OLYMPIA	WA	98502	35,111	24,800
204	4653	LAKWOOD	5401 100TH ST SW STE 102	LAKWOOD	WA	98499	32,046	23,535
205	4654	HOWELL	3669 E. GRAND RIVER AVE	HOWELL	MI	48843	29,705	20,297
206	4656	HELENA	2930 PROSPECT AVE	HELENA	MT	59601	30,093	20,582
207	4657	MURRAY	5516 SOUTH 900 EAST	MURRAY	UT	84117	32,499	22,544
208	4660	ALBANY	2000 14TH AVE SE	ALBANY	OR	97322	33,283	23,601
209	4667	MESA	2840 E MAIN ST., STE 109	MESA	AZ	85213	35,000	25,190
210	4673	NILES	7233 W DEMPSTER ST	NILES	IL	60714	32,036	22,248
211	4676	OCEANSIDE	1702 OCEANSIDE BLVD	OCEANSIDE	CA	92054	43,253	26,939
212	4678	CHEYENNE	3501 E LINCOLNWAY	CHEYENNE	WY	82001	35,005	23,979
213	4679	OKEMOS	2020 GRAND RIVER AVE	OKEMOS	MI	48864	47,228	29,345
214	4681	TACOMA	1414 72ND ST	TACOMA	WA	98404	41,830	29,375
215	4684	FRESNO	3520 W. SHAW AVE	FRESNO	CA	93711	45,015	30,003
216	4685	LONGMONT	2151 MAIN ST	LONGMONT	CO	80501	37,877	24,681
217	4688	ONTARIO	4430 ONTARIO MILLS PKWY	ONTARIO	CA	91764	37,363	25,848
218	4692	BELLINGHAM	1650 BIRCHWOOD AVE	BELLINGHAM	WA	98225	41,267	25,641
219	4695	PORTAGE	6207 S WESTNEDGE AVE	PORTAGE	MI	49002	51,595	30,017
220	4701	LAS VEGAS	5055 W SAHARA AVE	LAS VEGAS	NV	89146	35,152	23,300
221	4703	FRESNO	7370 N BLACKSTONE AVE	FRESNO	CA	93650	37,744	27,707
222	4704	BAYTOWN	4815 E FREEWAY	BAYTOWN	TX	77521	46,699	29,032
223	4705	SALINAS	370 NORTHRIDGE MALL	SALINAS	CA	93906	43,195	28,144
224	4707	RENTON	14215 SE PETROVITSKY RD	RENTON	WA	98058	43,557	28,470
225	4708	EVERETT	6727 EVERGREEN WAY	EVERETT	WA	98203	44,424	27,758
226	4715	TUCSON	4525 N ORACLE RD	TUCSON	AZ	85705	45,177	29,144
227	4717	GILROY	360 E 10TH ST	GILROY	CA	95020	37,728	27,496
228	4718	N LAS VEGAS	1601 W CRAIG RD	N LAS VEGAS	NV	89032	58,493	31,389
229	4720	UNION	2700 US HIGHWAY 22	UNION	NJ	07083	37,645	24,065
230	4721	DENNIS PORT	400 MAIN ST	DENNIS PORT	MA	02639	36,410	25,172
231	4722	TUCSON	3900 W INA RD	TUCSON	AZ	85741	37,714	24,844
232	4724	PHOENIX	4835 E RAY RD	PHOENIX	AZ	85044	45,545	26,928
233	4725	BURIEN	14907 4TH AVE SW	BURIEN	WA	98166	24,400	18,015

## Exhibit

## Store List

#	Store #	Name	Address	City	State	Zip	Gross Sq. Feet	Selling Sq. Feet
234	4726	LAS VEGAS	5120 S FORT APACHE	LAS VEGAS	NV	89148	36,704	23,075
235	4728	BURBANK	8148 S CICERO AVE	BURBANK	IL	60459	39,462	24,049
236	4731	PHILLIPSBURG	1202 NEW BRUNSWICK AVE	PHILLIPSBURG	NJ	08865	33,179	23,906
237	4732	PETOSKEY	1401 SPRING STREET	PETOSKEY	MI	49770	31,896	22,600
238	4733	DELANO	912 COUNTY LINE RD	DELANO	CA	93215	38,318	27,006
239	4734	YPSILANTI	2850 WASHTENAW AVE	YPSILANTI	MI	48197	32,436	23,572
240	4735	FOND DU LAC	616 W JOHNSON ST	FOND DU LAC	WI	54935	46,942	31,021
241	4736	MCALLEN	3300 W EXPRESSWAY 83 UNIT 200	MCALLEN	TX	78501	35,193	23,942
242	4738	FLAGSTAFF	1416 E ROUTE 66	FLAGSTAFF	AZ	86001	28,516	22,026
243	4739	LOS BANOS	951 W PACHECO BLVD	LOS BANOS	CA	93635	36,454	23,577
244	4744	ALAMOGORDO	3199 N WHITE SANDS BLVD	ALAMOGORDO	NM	88310	34,370	24,720
245	4747	BEAUMONT	1482 E 2ND ST	BEAUMONT	CA	92223	42,109	29,261
246	4748	WATERFORD	40 BOSTON POST RD	WATERFORD	CT	06385	29,264	20,882
247	4749	TURLOCK	1840 COUNTRYSIDE DR	TURLOCK	CA	95380	33,796	23,560
248	4752	KILGORE	98 MIDTOWN PLZ	KILGORE	TX	75662	37,534	24,949
249	4754	ATWATER	1085 BELLEVUE RD	ATWATER	CA	95301	35,529	25,055
250	4758	RAPID CITY	1617 EGLIN ST	RAPID CITY	SD	57701	35,379	24,491
251	4759	FORT WORTH	8400 EAST FWY	FORT WORTH	TX	76120	30,095	20,938
252	4762	FAIRFIELD	1500 OLIVER RD	FAIRFIELD	CA	94534	27,045	19,165
253	4763	LOMPOC	1009 N H ST, STE M	LOMPOC	CA	93436	31,423	22,601
254	4764	QUEENSBURY	751 UPPER GLEN ST, STE 2	QUEENSBURY	NY	12804	30,884	21,637
255	4766	PARADISE	6646 CLARK RD	PARADISE	CA	95969	32,310	21,941
256	4767	WEST BEND	1690 S MAIN ST	WEST BEND	WI	53095	34,627	24,080
257	4768	MILPITAS	111 RANCH DR	MILPITAS	CA	95035	32,081	23,470
258	4769	PEORIA	24760 N LAKE PLEASANT PKWY	PEORIA	AZ	85383	27,755	20,257
259	4770	ALBERT LEA	2614 BRIDGE AVE	ALBERT LEA	MN	56007	30,023	22,127
260	4773	CERES	1611 E HATCH RD, STE A	CERES	CA	95351	38,357	25,315
261	4775	WINDSOR	560 WINDSOR AVE	WINDSOR	CT	06095	44,049	29,870
262	4776	NEENAH	699 S GREEN BAY RD	NEENAH	WI	54956	34,499	24,096
263	4778	STEVENS POINT	5601 US HIGHWAY 10 E	STEVENS POINT	WI	54482	42,128	28,810
264	5086	CHARLOTTE	8215 UNIVERSITY CITY BLVD STE E	CHARLOTTE	NC	28213	35,231	23,672
265	5087	WATERBURY	650 WOLCOTT ST	WATERBURY	CT	06705	33,693	22,709
266	5089	HOLLAND	2353 N PARK DR	HOLLAND	MI	49424	30,611	22,620
267	5090	FAYETTEVILLE	2999 N COLLEGE AVE	FAYETTEVILLE	AR	72703	28,324	21,183
268	5096	INDEPENDENCE	4201 S NOLAND RD	INDEPENDENCE	MO	64055	36,070	23,481
269	5100	DAYTONA BEACH	2400 W INTERNATIONAL SPEEDWAY	DAYTONA BEACH	FL	32114	28,380	20,263
270	5102	POMPANO BEACH	1440 NE 23RD ST	POMPANO BEACH	FL	33062	27,850	20,789
271	5106	MILFORD	56 TURNPIKE SQUARE	MILFORD	CT	06460	24,334	18,175
272	5108	RALEIGH	1515 GARNER STATION BLVD	RALEIGH	NC	27603	32,898	23,601
273	5111	KOKOMO	2136 E MARKLAND AVE.	KOKOMO	IN	46901	43,144	21,274
274	5112	ROSWELL	610 HOLCOMB BRIDGE RD STE 300	ROSWELL	GA	30076	30,000	21,737
275	5125	LEXINGTON	1980 PAVILION WAY	LEXINGTON	KY	40509	33,274	25,644
276	5131	NORTH LITTLE ROCK	4213 E. MCCAIN BOULEVARD	NORTH LITTLE ROCK	AR	72117	40,412	28,876
277	5136	EXTON	201 WEST LINCOLN HWY	EXTON	PA	19341	27,156	19,809
278	5141	HUNTSVILLE	6275 UNIVERSITY DR NW	HUNTSVILLE	AL	35806	28,701	20,244
279	5147	MANCHESTER	1470 PLEASANT VALLEY ROAD	MANCHESTER	CT	06042	26,610	18,529
280	5154	MADISON HEIGHTS	32399 JOHN R RD.	MADISON HEIGHTS	MI	48071	32,833	21,985
281	5166	SANFORD	1101 WP BALL BLVD	SANFORD	FL	32771	33,824	23,919
282	5169	DESTIN	34940 EMERALD COAST PKWY	DESTIN	FL	32541	26,209	19,078
283	5170	KENTWOOD	4254 28TH ST. SE	KENTWOOD	MI	49512	36,094	26,720
284	5174	SEEKONK	179 HIGHLAND AVE	SEEKONK	MA	02771	28,565	19,810
285	5175	REISTERSTOWN	11989 REISTERSTOWN RD #A	REISTERSTOWN	MD	21136	33,405	24,541
286	5191	FRANKLIN	209 S ROYAL OAKS BLVD STE 206	FRANKLIN	TN	37064	39,546	27,970
287	5194	ASHLAND	41 POND ST	ASHLAND	MA	01721	23,965	18,016
288	5195	FAYETTEVILLE	375 PAVILION PARKWAY	FAYETTEVILLE	GA	30214	39,995	29,424
289	5200	PRATTVILLE	1957 COBBS FORD RD.	PRATTVILLE	AL	36066	29,946	21,675
290	5203	BESSEMER	710 ACADEMY DR	BESSEMER	AL	35022	32,507	23,059
291	5219	GLEN BURNIE	6623 GOVERNOR RITCHIE HWY 5370 STONE MOUNTAIN HWY STE	GLEN BURNIE	MD	21061	34,155	24,254
292	5227	STONE MOUNTAIN	300	STONE MOUNTAIN	GA	30087	34,731	21,202
293	5228	BOWIE	4420 MITCHELVILLE RD.	BOWIE	MD	20716	25,150	18,085
294	5245	NEW MILFORD	169 DANBURY RD	NEW MILFORD	CT	06776	30,004	21,973
295	5254	YORK	2980 WHITEFORD RD	YORK	PA	17402	32,600	21,567
296	5267	MENOMONEE FALLS	N78W14511 APPLETON AVE	MENOMONEE FALLS	WI	53051	27,706	19,323
297	5273	FREEHOLD	220 TROTTERS WAY	FREEHOLD	NJ	07728	28,624	20,267
298	5279	NORWICH	42 TOWN ST STE 1200	NORWICH	CT	06360	33,579	24,294
299	5292	DEFIANCE	1520 N CLINTON ST	DEFIANCE	OH	43512	27,240	19,245
300	5295	Woodbridge	471 Green Street	Woodbridge	NJ	07095	42,611	30,887
301	5302	CHARLOTTE	9535 S BLVD STE C	CHARLOTTE	NC	28273	33,855	24,490
302	5304	LA CROSSE	3960 MORMON COULEE RD	LA CROSSE	WI	54601	28,929	20,995
303	5305	MOUNT PLEASANT	5415 WASHINGTON AVE	MOUNT PLEASANT	WI	53406	43,021	26,168
304	5319	OCEAN	2353 STATE ROUTE 66	OCEAN	NJ	07712	41,952	30,159
305	5323	NORTH BERGEN	3129 KENNEDY BLVD	NORTH BERGEN	NJ	07047	32,569	23,262
306	5325	MADISON	2301 GALLATIN PIKE N	MADISON	TN	37115	32,225	23,934
307	5329	KANSAS CITY	13637 WASHINGTON ST	KANSAS CITY	MO	64145	28,710	20,372

## Store List

#	Store #	Name	Address	City	State	Zip	Gross Sq. Feet	Selling Sq. Feet
308	5336	ROYAL PALM BEACH	511 N STATE RD 7 1650 GENERAL BOOTH BLVD, STE	ROYAL PALM BEACH	FL	33411	30,916	21,545
309	5349	VIRGINIA BEACH	200	VIRGINIA BEACH	VA	23454	35,034	23,970
310	5351	BRADENTON	7381 52ND PL E	BRADENTON	FL	34203	46,905	31,412
311	5357	NORFOLK	5900 E. VIRGINIA BEACH BLVD.	NORFOLK	VA	23502	42,682	28,868
312	5365	NEW HARTFORD	4645 COMMERCIAL DR	NEW HARTFORD	NY	13413	46,257	26,696
313	5377	TAMPA	12601 CITRUS PLAZA DR	TAMPA	FL	33625	38,275	24,842
314	5389	FORT MYERS	15271 MCGREGOR BLVD	FORT MYERS	FL	33908	41,995	27,048
315	5394	BOCA RATON	21697 STATE ROAD 7	BOCA RATON	FL	33428	36,113	25,498
316	5397	CORAOPOLIS	2820 GRACY CENTER WAY	CORAOPOLIS	PA	15108	38,000	26,343
317	5398	EAST BRUNSWICK	275 ROUTE 18	EAST BRUNSWICK	NJ	08816	34,988	23,582
318	5401	CHARLOTTESVILLE	590 BRANCHLANDS BLVD	CHARLOTTESVILLE	VA	22901	45,630	28,845
319	5402	WOODBRIDGE	14603 TELEGRAPH RD	WOODBRIDGE	VA	22192	44,997	28,130
320	5408	DURHAM	3420 SOUTHWEST DURHAM DR	DURHAM	NC	27707	58,135	32,774
321	5410	CINCINNATI	9690 COLERAIN AVE	CINCINNATI	OH	45251	37,874	23,043
322	5415	MANASSAS	7743 SUDLEY RD	MANASSAS	VA	20109	35,164	23,909
323	5420	LOUISVILLE	4025 POPLAR LEVEL RD UNIT 102	LOUISVILLE	KY	40213	41,388	26,669
324	5431	SIMI VALLEY	1189 SIMI TOWN CENTER WAY	SIMI VALLEY	CA	93065	30,988	21,843
325	5436	RIVERSIDE	2620 CANYON SPRINGS PARKWAY	RIVERSIDE	CA	92507	35,100	24,030
326	5444	ORLANDO	1801 S SEMORAN BLVD	ORLANDO	FL	32822	39,740	26,450
327	5449	CLIFTON HEIGHTS	713 E BALTIMORE AVE	CLIFTON HEIGHTS	PA	19018	33,780	23,730
328	5450	BONITA SPRINGS	25191 CHAMBER OF COMMERCE DR	BONITA SPRINGS	FL	34135	27,860	20,170
329	5453	AIKEN	1016 PINE LOG RD	AIKEN	SC	29803	42,996	29,114
330	5455	NEWBERRY	1937 WILSON RD	NEWBERRY	SC	29108	30,784	21,773
331	5457	LAUREL	3331 CORRIDOR MARKETPLACE	LAUREL	MD	20724	30,672	21,433
332	5459	TROY	1327 S BRUNDIDGE ST	TROY	AL	36081	45,755	30,060
333	5461	SAINT MARYS	1170 INDIANA AVE	SAINT MARYS	OH	45885	36,387	24,180
334	5463	THOMSON	687 MAIN ST	THOMSON	GA	30824	30,573	21,280
335	5467	JEFFERSON CITY	3225 MISSOURI BLVD	JEFFERSON CITY	MO	65109	30,000	21,107
336	5471	DENHAM SPRINGS	2354 S RANGE AVE	DENHAM SPRINGS	LA	70726	27,060	20,334
337	5472	JEFFERSON	822 E MAIN ST	JEFFERSON	NC	28640	46,027	28,999
338	5473	WAYNESBORO	263 S LIBERTY ST	WAYNESBORO	GA	30830	32,959	21,900
339	5477	NATCHITOCHES	339 SOUTH DR	NATCHITOCHES	LA	71457	36,871	24,504
340	5478	WARSAW	2806 FRONTAGE RD	WARSAW	IN	46580	31,089	22,607
341	5480	CHESTER	1841 J A COCHRAN BYP STE A	CHESTER	SC	29706	34,573	23,476
342	5481	CLEWISTON	328 E SUGARLAND HWY	CLEWISTON	FL	33440	36,517	23,887
343	5482	LYNCHBURG	2110 WARDS RD	LYNCHBURG	VA	24502	34,152	23,145
344	5489	ANDALUSIA	130 COVINGTON MALL	ANDALUSIA	AL	36420	32,868	23,765